

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
__ DIVISION

Fill in this information to identify your case:

Debtor 1	Rosalind Alexandria Woods		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
Case number: (If known)	18-04850-5		

☒ Check if this is an amended plan, and list below the sections of the plan that have been changed.
2, 1

CHAPTER 13 PLAN

Part 1: Notices

Definitions: Definitions of several terms used in this Plan appear online at <https://www.nceb.uscourts.gov/local-forms> under the heading "Chapter 13 Plan Definitions." These definitions also are published in the Administrative Guide to Practice and Procedure for the United States Bankruptcy Court for the Eastern District of North Carolina.

To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on this form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with Local Rules and judicial rulings may not be confirmable.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated if the plan is confirmed. You should read this plan carefully and discuss it with your attorney if you have an attorney in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the United States Bankruptcy Court for the Eastern District of North Carolina ("Court"). **The Court may confirm this plan without further notice if no objection to confirmation is filed.** In addition, you may need to file a timely proof of claim in order to be paid under any confirmed plan.

Only allowed claims will receive a distribution from the Trustee, and all payments made to creditors by the Trustee shall be made in accordance with the Trustee's customary distribution process. When required, pre-confirmation adequate protection payments shall be paid in accordance with Local Rule 3070-1(c). Unless otherwise ordered by the Court, creditors not entitled to adequate protection payment will receive no disbursements from the Trustee until after the plan is confirmed.

The following matters may be of particular importance to you. ***Debtors must check one box on each line of §§ 1.1, 1.2, and 1.3, below, to state whether or not the plan includes provisions related to each item listed. If an item is checked "Not Included," or if neither box is checked, or if both boxes are checked, the provision will not be effective, even if set out later in the plan.***

1.1	A limit on the amount of a secured claim, set out in Section 3.3, which may result in a secured claim being treated as only partially secured or wholly unsecured. This could result in the secured creditor receiving only partial payment, or no payment	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.5.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

Part 2: Plan Payments and Length of Plan

2.1 The Debtor(s) shall make regular payments to the Trustee as follows:

\$ 2,519.00 per Month for 1 months
 \$ 2,830.00 per Month for 35 months
 \$ 1,565.87 per Month for 24 months

(Insert additional line(s), if needed.)

Debtor Rosalind Alexandria WoodsCase number 18-04850-5**2.2 Additional payments. (Check one.)**

- ☒ None. (If "None" is checked, the rest of this section need not be completed.)
- ☐ The Debtor(s) will make additional payment(s) to the Trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment. (Insert additional rows, if needed.)

2.3 The total amount of estimated payments to the Trustee is \$ 139,149.88.**2.4 Adjustments to the Payment Schedule/Base Plan (Check one).**

- ☒ None.
- ☐ Confirmation of this plan shall not prevent an adjustment to the plan payment schedule or plan base. The Trustee or the Debtor(s) may seek to modify the plan payment schedule and/or plan base within 60 days after the governmental bar date to accommodate secured or priority claims treated in Parts 3 or 4 of this Plan. This provision shall not preclude the Debtor or the Trustee from opposing modification after confirmation on any other basis.

2.5 Applicable Commitment Period, Projected Disposable Income, and "Liquidation Test."

The Applicable Commitment Period of the Debtor(s) is 36 months, and the projected disposable income of the Debtor(s), as referenced in 11 U.S.C. § 1325(b)(1)(B), is \$ -2,883.59 per month. The chapter 7 "liquidation value" of the estate of the Debtor(s), as referenced in 11 U.S.C. § 1325(a)(4), refers to the amount that is estimates to be paid to holders of non-priority unsecured claims. In this case, this amount is \$ 15,848.85

Part 3: Treatment of Secured Claims**3.1 Lien Retention.**

The holder of each allowed secured claim provided for below will retain the lien on the property interest of the Debtor(s) or the estate until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) discharge of the Debtor(s) under 11 U.S.C. § 1328.

3.2 Maintenance of Payments and Cure of Default (if any) (Check one.)

- ☐ None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.
- ☒ The current contractual installment payments will be maintained on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed either by the Trustee ("Conduit") or directly by the Debtor(s), as specified below. Any arrearage listed for a claim below will be paid in full through disbursements by the Trustee, with interest, if any, at the rate stated. Unless otherwise ordered by the Court, the amounts listed on a proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) will control over any contrary amounts listed below as to the current installment payment and arrearage. In the absence of a timely filed proof of claim, the amounts stated below are controlling as to the current installment payment and arrearage. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the Court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be paid by the plan.

Creditor Name	Collateral	Current Installment Payment (including escrow)	Arrears Owed (if any)	Interest Rate on Arrearage (if applicable)
Consumer Portfolio Services	2020 Dodge Journey 13777 miles Location: 4219 Cherryhill Lane, Fayetteville NC 28312 VIN 3C4PDCAB2LT249556 Includes payoff of 2015 Acadia.	\$700.00 To be disbursed by: <input type="checkbox"/> Trustee <input checked="" type="checkbox"/> Debtor(s)	\$0.00	0.00%
Hendrick Chrysler	2019 Jeep Cherokee 25327 miles 1C4PJLCX6KD5353506	\$512.00 To be disbursed by: <input type="checkbox"/> Trustee <input checked="" type="checkbox"/> Debtor(s)	\$0.00	0.00%
Xceedinancial Credit Union	2015 GMC Acadia 84450.00 miles Location: 4219 Cherryhill Lane, Fayetteville NC 28312	\$413.07 To be disbursed by: <input type="checkbox"/> Trustee <input checked="" type="checkbox"/> Debtor(s)	\$1,522.14	10.00%

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Creditor Name	Collateral	Current Installment Payment (including escrow)	Arrears Owed (if any)	Interest Rate on Arrearage (if applicable)
Rushmore Loan Management Services	4219 Cherryhill Lane Fayetteville, NC 28312 Cumberland County Lot 181 in a subdivision known as Blakefield, Phase 1, according to a plat of same being duly recorded in Book of Plats 129, and page 126, Cumberland County Registry, NC	\$1,350.00 To be disbursed by: <input checked="" type="checkbox"/> Trustee <input type="checkbox"/> Debtor(s)	\$5,362.13	3.75%

Insert additional claims as needed.☐ Other. (Check all that apply, and explain.) The Debtor(s):(a) ☐ do intend to seek a mortgage modification with respect to the following loan(s) listed above:(b) ☐ do not intend to seek mortgage modification with respect to the following loan(s) listed above;(c) ☐ intend to: _____**3.3 Request for Valuation of Security and Modification of Undersecured Claims. (Check one)**☒ None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.**3.4 Claims Excluded from 11 U.S.C. § 506(a). (check one)**☒ None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.**3.5 Avoidance of Judicial Liens or Nonpossessory, Nonpurchase-Money Security Interests. (Check one)**☐ None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.**The remainder of this Section 3.5 will be effective only if there is a check in the box "Included" in Part 1, § 1.2, of this plan, above.**

- ☒ The judicial liens or nonpossessory, nonpurchase money security interests securing the claims listed below impair exemptions to which the Debtor(s) would have been entitled under 11 U.S.C. § 522(b), and the Debtor(s) intend to avoid these liens, in whole or in part. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full with interest at the *Till* rate to the extent allowed as a secured claim. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim under Part 5 of this plan to the extent allowed.

Procedure to be used for lien avoidance: Lien avoidance as described in this section may not be accomplished in this district in the absence of the filing and proper service of a motion and notice of motion specifically seeking such relief and giving the affected creditor the opportunity to object to the motion and request a hearing.

Creditor Name	Property Subject to Lien	Type of Lien ("Judicial" or "NPMSI")	Total Claim Amount	Secured Claim	Unsecured Claim
Tandon III, LLC	4219 Cherryhill Lane Fayetteville, NC 28312 Cumberland County Lot 181 in a subdivision known as Blakefield, Phase 1, according to a plat of same being duly recorded in Book of Plats 129, and page 126, Cumberland County Registry, NC		\$28,500.00	\$18,443.17	\$10,056.83

Insert additional claims as needed.

Debtor Rosalind Alexandria WoodsCase number 18-04850-5**3.6 Surrender of Collateral. (Check one.)**☐ None. If "None" is checked, the rest of § 3.6 need not be completed or reproduced.

☒ The Debtor(s) will surrender the collateral listed below that secures the creditor's claim. Upon confirmation of the plan, the automatic stay of 11 U.S.C. § 362(a) shall terminate as to the surrendered collateral and any co-debtor stay of 11 U.S.C. § 1301 shall terminate in all respects. No claim for a deficiency remaining due after the disposition of surrendered collateral will be allowed or paid unless the creditor timely files a proof of claim and, within 180 days after confirmation of the plan, amends the claim as necessary to show the remaining unsecured deficiency after the disposition of the surrendered collateral. Absent such timely filing and amendment of a claim, or an order by the Court extending the 180-day filing deadline, the surrender of the collateral shall be deemed in full satisfaction of the Debtor's contractual obligation to the creditor.

Creditor Name	Collateral
Edwards Music Company	Musical Instrument
Meridian Financial Services, Inc.	Time share #1
Waterside	Time Share #2

Insert lines for additional creditors and collateral, as needed.

Part 4: Treatment of Fees and Priority Claims

4.1 General Treatment: Unless otherwise indicated in this Part or in **Part 8, Nonstandard Plan Provisions**, the Trustee's fees and all allowed priority claims, will be paid in full without interest through Trustee disbursements under the plan.

4.2 Trustee's Fees: Trustee's fees are governed by statute and orders entered by the Court and may change during the course of the case. The Trustee's fees are estimated to be 7.00 % of amounts disbursed by the Trustee under the plan and are estimated to total \$ 9,740.47 .

4.3 Debtor's Attorney's Fees. (Check one, below, as appropriate.)

☒ Debtor(s)' attorney has agreed to accept as a base fee \$ 5,000.00 , of which \$ 396.00 was paid prior to filing. The Debtor(s)' attorney requests that the balance of \$ 4,604.00 be paid through the plan.

☐ The Debtor(s)' attorney intends to apply or has applied to the Court for compensation for services on a "time and expense" basis, as provided in Local Rule 2016-1(a)(7). The attorney estimates that the total amount of compensation that will be sought is \$____, of which \$____ was paid prior to filing. The Debtor(s)' attorney requests that the estimated balance of \$____ be paid through the plan.

4.4 Domestic Support Obligations ("DSO's"). (Check all that apply.)

☒ None. If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

4.5 Priority Claims Other than Attorney's Fees and Those Treated in Section 4.4

☐ None. If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

☒ Section 507(a) priority claims, other than attorney's fees and domestic support obligations are estimated to be as follows:

Creditor Name	Claim for:	Est. Claim Amt.
Cumberland County Tax Office	Taxes and certain other debts	\$0.00
Internal Revenue Service	Taxes and certain other debts	\$0.00
NC Dept. of Revenue	Taxes and certain other debts	\$0.00

Part 5: Unsecured Non-priority Claims

5.1 General Treatment. After confirmation of a plan, holders of allowed, non-priority unsecured claims that are not specially classified in § 5.2 below, will receive a pro rata distribution with other holders of allowed, non-priority unsecured claims from the higher of either the disposable income of the Debtor(s) over the applicable commitment period or liquidation test (see paragraph 2.5). Payments will commence after payment to the holders of allowed secured, arrearage, unsecured priority, administrative, specially classified unsecured claims, and the Trustee's fees.

Except as may be required by the "disposable income" or "liquidation" tests, or as may otherwise be specifically set forth in this Plan, no specific distribution to general unsecured creditors is guaranteed under this Plan, and the distribution to such creditors may change depending on the valuation of secured claims (including arrears) and/or the amounts which will be paid to holders of priority unsecured claims under this Plan, both of which may differ from the treatment set forth in Parts 3 and 4 of this Plan based on claims filed by secured and priority creditors, or based on further orders of the Court.

5.2 Co-Debtor and Other Specially Classified Unsecured Claims. (Check one.)

☒ None. If "None" is checked, the rest of Part 5 need not be completed or reproduced.

Part 6: Executory Contracts and Unexpired Leases

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6.1 The executory contracts and unexpired leases listed below are to be treated as specified. All other executory contracts and unexpired leases are rejected. Allowed claims arising from the rejection of executory contracts or unexpired leases shall be treated as unsecured non-priority claims under Part 5 of this Plan, unless otherwise ordered by the Court. (Check one.)

☒ **None.** If "None" is checked, the rest of Part 6 need not be completed or reproduced.

Part 7: Miscellaneous Provisions

7.1 Vesting of Property of the Bankruptcy Estate: (Check one.)

Property of the estate will vest in the Debtor(s) upon:

- ☐ plan confirmation.
☒ discharge
☐ other: _____

7.2 Possession and Use of Property of the Bankruptcy Estate: Except as otherwise provided or ordered by the Court, regardless of when property of the estate vests in the Debtor(s), property not surrendered or delivered to the Trustee (such as payments made to the Trustee under the Plan) shall remain in the possession and control of the Debtor(s), and the Trustee shall have no liability arising out of, from, or related to such property or its retention or use by the Debtor(s). The use of property by the Debtor(s) remains subject to the requirements of 11 U.S.C. Â§ 363, all other provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

7.3 Rights of the Debtor(s) and Trustee to Object to Claims: Confirmation of the plan shall not prejudice the right of the Debtor(s) or Trustee to object to any claim.

7.4 Rights of the Debtor(s) and Trustee to Avoid Liens and Recover Transfers: Confirmation of the plan shall not prejudice any rights the Trustee or Debtor(s) may have to bring actions to avoid liens, or to avoid and recover transfers, under applicable law.

Part 8: Nonstandard Plan Provisions

8.1 Check "None" or List Nonstandard Plan Provisions.

☒ **None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

Part 9: Signatures

9.1 Signatures of Debtor(s) and Debtor(s)' Attorney

If the Debtor(s) do not have an attorney, the Debtor(s) must sign below, otherwise the Debtor(s) signatures are optional. The attorney for Debtor(s), if any, must sign below.

X /s/ Rosalind Alexandria Woods
Rosalind Alexandria Woods
 Signature of Debtor 1

X _____
 Signature of Debtor 2

Executed on _____

Executed on _____

By signing and filing this document, the Debtor(s) certify that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in E.D.N.C. Local Form 113, other than any nonstandard provisions included in Part 8.

X /s/ Roger R. Compton
Roger R. Compton
 Signature of Attorney for Debtor(s)

Date _____
 MM/DD/YYYY

If this document is also signed and filed by an Attorney for Debtor(s), the Attorney also certifies, that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in E.D.N.C. Local Form 113, other than any nonstandard provisions included in Part 8.

BUYER

VEHICLE BUYER'S ORDER

Date: 10/04/2021

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
ROSALAND ALEXANDRIA WOODS 4219 CHERRY HILL LN FAYETTEVILLE NC 28312 Email: ROSALIND_WOODS@YAHOO.COM Phone: (910) 670-9088 Cell: (910) 670-9088	N/A Email: N/A Phone: N/A Cell: N/A	HENDRICK CDJRF WILMINGTON 219 S COLLEGE RD WILMINGTON NC 28406 CUSTOMER NUMBER: 70424 Salesperson: ALEXANDER LUGMAO Deal Number: 5010

THIS BUYER'S ORDER IS FOR THE FOLLOWING ☐ NEW ☒ USED ☐ CAR ☒ TRUCK

TO BE DELIVERED ON OR ABOUT 10/04/2021

Year	Make	Model	Type	Trim	Color	Mileage	Stock #
2020	DODGE TRUC	JOURNEY	SE VALUE F	SE VALUE	WHITE	13777	Z20069-1
TRADE IN RECORD 1				VIN 3C4PDCAB2LT249556			
YR. 2015	MAKE GMC	MODEL ACADIA	TYPE 4DR LTD FWD	PRICE OF VEHICLE		\$ 23590.00	
COLOR CARBON BLACK	TRIM SLT	MILEAGE 164287	SELLER ACCESSORIES:				
VIN 1GKKRRKD0FJ270369				N/A		N/A	
TITLE NO.		PLATE NO. BCY1221	EXP. DATE 12/31/2021	N/A		N/A	
OWNER ROSALAND ALEXANDRIA WOODS		LOAN # 1GKKRRKD0FJ270369	N/A		N/A		N/A
LIENHOLDER XCEED FINANCIAL C.U.		PHONE	N/A		N/A		N/A
ADDRESS		SPOKE WITH	N/A		N/A		N/A
AMOUNT 10566.00	GOOD TILL	VERIFIED BY	N/A		N/A		N/A
TRADE IN RECORD 2				N/A		N/A	
YR. N/A	MAKE N/A	MODEL N/A	TYPE N/A	N/A		N/A	
COLOR N/A	TRIM N/A	MILEAGE N/A	N/A		N/A		N/A
VIN N/A				N/A		N/A	
TITLE NO. N/A		PLATE NO. N/A	EXP. DATE N/A	N/A		N/A	
OWNER N/A		LOAN # N/A	N/A		N/A		N/A
LIENHOLDER N/A		PHONE N/A	N/A		N/A		N/A
ADDRESS N/A		SPOKE WITH N/A	N/A		N/A		N/A
AMOUNT N/A	GOOD TILL N/A	VERIFIED BY N/A	N/A		N/A		N/A
COLLISION COVERAGE				N/A		N/A	
NAME OF AGENT USAA		PHONE (800) 531-8772	N/A		N/A		N/A
ADDRESS 9800 FREDERICKSBURG RD			N/A		N/A		N/A
SAN ANTONIO TX 78288			N/A		N/A		N/A
POLICY NUMBER 024233006R71016		COLLISION DEDUCTIBLE 500.00	TOTAL DELIVERED PRICE		23590.00		
INSURANCE CO. GARRISON PROP AND CAS INS CO		SPOKE WITH	TRADE-IN ALLOWANCE(S)		8550.00		
EFFECTIVE DATE 10/05/2021	EXP. DATE 04/05/2022	VERIFIED BY	CASH PRICE OR TRADE DIFFERENCE		15040.00		
NOTICE PROVIDED IN ACCORDANCE WITH N.C.G.S. 20-101.2			N/A		N/A		
Seller may receive a fee, commission or other compensation for providing, procuring or arranging financing for the retail purchase of a motor vehicle, for which Buyer may be responsible.			PLUS: DEALER ADMINISTRATIVE FEE		699.00		
DEALER ADMINISTRATIVE FEE			PLUS: HIGHWAY USE TAX		472.17		
The Dealer Administrative Fee represents Seller costs such as administrative services, notary services, courier expense and cleaning, inspecting and adjusting new and used vehicle inventories as well as additional Seller profit. It is not a government fee.			PLUS: TAG, TITLE, AND REGISTRATION FEE		77.50		
			PLUS: PAYOFF ON TRADE VEHICLE(S)		10566.00		
			N/A		N/A		
			N/A		N/A		
			TOTAL BALANCE		\$ 26854.67		
			SERVICE CONTRACTS		N/A		
			MAINTENANCE AGREEMENTS		N/A		
			LESS INITIAL PAYMENT/CASH DOWN		700.00		
			LESS REBATE/FACTORY INCENTIVE		N/A		
			BALANCE DUE		\$ 26154.67		
NEGATIVE EQUITY							
Buyer is aware the balance owed on Buyer's trade-in exceeds the trade-in allowance offered by Seller. Accordingly, Buyer understands that 2016.00 will be paid off on Buyer's behalf to XCEED FINANCIAL C.U. and this amount is included when computing the "balance due."							

BUYER

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement:

"**Buyer**" means the party or parties executing this Agreement as such.
 "**Manufacturer**" means the manufacturer of the Vehicle.
 "**Seller**" means the authorized Seller named on page 1 of this Agreement.
 "**Trade-In**" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Seller.
 "**Vehicle**" is the vehicle or chassis that is the subject of this Agreement.

2. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to Seller or being manufactured or sold in accordance with Seller orders. If the Manufacturer makes such a change, Seller has no obligation to Buyer to notify Buyer or make the same or any similar change in the Vehicle or its parts either before or after Seller delivers the Vehicle to Buyer. The Manufacturer may change the price of new vehicles without notice. If the Manufacturer changes the price of the new vehicle of the series and body type of the Vehicle before Seller delivers it to Buyer, Seller may change the price of the Vehicle to Buyer accordingly. If Seller changes the price of the Vehicle, Buyer may cancel this Agreement and Seller shall return the Trade-in to Buyer if the Trade-in remains available. Buyer agrees to pay Seller reasonable storage and repair charges. If the Trade-in is unavailable, Seller shall pay Buyer the Trade-in allowance less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising the Trade-in for sale unless prohibited by law.
3. The Trade-in shall be appraised or re-appraised at the time it is delivered to Seller. The appraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, Buyer may cancel this Agreement. Buyer must exercise Buyer's right to cancel upon a change in the appraised value before Seller delivers the Vehicle to Buyer and Buyer surrenders the Trade-in to Seller.
4. Buyer shall give Seller satisfactory evidence of title to any Trade-in upon delivery to Seller. Buyer warrants any Trade-in to be Buyer's property, free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title, been reconstructed, rebuilt, flooded or had major mechanical damage that caused the reconstruction of the Trade-in. Buyer represents that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in. Buyer authorizes Seller to rely on this representation in entering into this Agreement. If Buyer provides false information related to the Trade-in Buyer agrees to repurchase the Trade-in for the full allowance given to Buyer plus all costs incurred by Seller in resolving the matter including but not limited to reconditioning costs, legal fees, court and collection costs. Buyer authorizes Seller to sell the Trade-in without regard to whether the financing contingencies are satisfied as described below.
5. Except as permitted under Sections 2 or 3 above, if Buyer fails or refuses to accept delivery of the Vehicle or comply with this Agreement, without limiting any other rights Seller may have, Seller may keep as liquidated damages any deposit made by Buyer, to the extent not prohibited by law. Seller may also reimburse itself for any expenses and losses it incurs or suffers as a result of Buyer's failure or refusal to comply with this Agreement, including, without limitation, reasonable attorney's fees. Seller isn't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond Seller's control or without Seller's fault or negligence.
6. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes (federal, state or local) unless expressly so stated. Buyer agrees to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.
7. If this Agreement shows a charge for credit insurance, this paragraph applies. The credit insurance provisions in any retail installment contract Buyer may sign related to this Agreement will apply. If such credit insurance is wholly or partially unavailable under the designated policy, Seller will deduct the applicable part of the credit insurance charge shown in this Agreement and the related finance charge from the total time balance. If such credit insurance does not become effective, Seller will notify Buyer. This Agreement and any related retail installment contract Buyer may sign shall otherwise remain fully effective, to the extent provided by applicable law.
8. Buyer agrees to sign such agreements or documents as Seller may reasonably require to effect the terms and conditions of payment shown in this Agreement and to otherwise carry out the intent of this Agreement.
9. This Agreement is an agreement to buy the Vehicle. If there is a balance due, Buyer's obligation to buy and Seller's obligation to sell the Vehicle are

expressly conditioned upon Buyer obtaining financing for the balance due. Buyer has two business days from the date of this Agreement to obtain such financing. If Buyer pays Seller with a check that is dishonored or unpaid for any reason, Seller may, in its sole discretion, declare this Agreement null and void and retake the Vehicle and/or make claims against Buyer on the check. In addition, to the extent permitted by law, Buyer will pay Seller a \$35 returned check charge to the extent permitted by law.

10. This paragraph applies if Buyer is buying the vehicle from Seller under the terms of a retail installment contract. Seller agrees to deliver the vehicle to Buyer on the date this Agreement is signed by Seller and Buyer. Buyer understands that it may take a few days for Seller to verify Buyer's credit and assign the retail installment contract. Buyer agrees that if Seller is unable to assign the retail installment contract to any one of the third party finance sources with which Seller regularly does business on the terms as submitted, Seller may cancel this Agreement and the retail installment contract. Seller shall give Buyer written notice (or in any other manner in which actual notice is given to Buyer) within a reasonable period of time of the date this Agreement is signed if Seller elects to cancel. Upon receipt of such notice, Buyer must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to Buyer all consideration received by Seller, including any trade-in vehicle. If Buyer does not immediately return the vehicle, Buyer shall be liable for all expenses incurred by Seller in taking the vehicle from Buyer, including reasonable attorney's fees. While the vehicle is in Buyer's possession, all terms of this Agreement and the retail installment contract, including those relating to use of the vehicle, shall be in full force, except that liability, collision, and comprehensive insurance on the vehicle shall be provided by Seller's insurance policy until this Agreement and the retail installment contract are no longer subject to rescission under this paragraph. Afterward, the vehicle shall be covered by the Buyer's insurance policy. To the extent not prohibited by law, Buyer must pay all reasonable costs for repair of any damage to the vehicle not covered by Seller's insurance until the vehicle is returned to Seller.

11. Buyer may arrange financing through Seller or a finance source of Buyer's choosing. Buyer may be able to obtain more favorable financing from a third party. Buyer understands the annual percentage rate (APR) quoted by Seller may be negotiable. If this Agreement shows that any part of the transaction is to be financed, Seller may assist in submitting credit applications to third parties, for which Buyer grants permission. Seller will not lend Buyer money or finance this transaction regardless of any notation to the contrary on an document. No agent, employee or manager of Seller may change this policy.

12. In the event that any of the terms and conditions of this Agreement other than those of paragraph 10, above, are inconsistent with the terms and conditions of any retail installment sale contract between Buyer and Seller, the terms of such retail installment sale contract shall apply. Each provision of this Agreement shall be severable from every other provision of the Agreement for the purpose of determining the legal enforceability of a provision hereof.

13. **Used Car Buyers Guide.** The information you see on the window for this vehicle is part of this contract. Information on the window for overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. Información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de ventanilla deja sin efecto toda disposición en contrario contenida en contrato de venta.

14. **IT IS BUYER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Seller may request insurance information from Buyer in order to register the Vehicle with the Division of Motor Vehicles (DMV) or for verify insurance coverage. Seller's request for insurance information does constitute an agreement to transfer or obtain insurance coverage on Vehicle. By signing this agreement, except as otherwise provided in paragraph 10 above, Buyer covenants and agrees that Buyer has obtained or will obtain, before the Vehicle is driven by anyone, insurance on Vehicle.

15. **EACH PARTY HERETO HEREBY IRREVOCABLY, AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENTS RELATED HERETO.**

16. You agree that we may try to contact you in writing, by e-mail, or by prerecorded/artificial voice messages, text messages, and autor telephone dialing systems, as the law allows. You also agree that we may contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or contact results in a charge to you.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS DOCUMENT. CONSULT YOUR OWN LEGAL COUNSEL.

MVR-1
(Rev. 05/17)

North Carolina Division of Motor Vehicles

TITLE APPLICATION

CHECK Appropriate Block/s (Application cannot be processed without certification of services)

- ☐ Title Only – Vehicle Not in Operation ☐ Truck Weight Desired _____ (This includes the truck, trailer and load) For Hire Vehicle ☐ Yes or ☒ No
- ☐ Title and License Plate Class of License _____ ☒ Plate No. Transferred BCY1221 12/31/2021 (List Plate Number and Expiration)
- ☐ Inoperable Vehicle – Vehicle substantially disassembled and unfit or unsafe to be operated on the highway ☐ Limited Registration Plate (When property taxes are deferred)

I certify that all the above information is correct. Rosalind Woods (Customer's Initials)**VEHICLE SECTION**

YEAR	MAKE	BODY STYLE	SERIES MODEL	VEHICLE IDENTIFICATION NUMBER	FUEL TYPE	ODOMETER READING
2020	DODGE TR	SE VALUE F	JOURNEY	3C4PDCAB2LT249556	GAS	13777

OWNER SECTION

Owner 1 ID # 5171449 ROSALAND ALEXANDRIA WOODS
Full Legal Name of Owner 1 (First, Middle, Last, Suffix) or Company Name

Owner 2 ID # N/A N/A
Full Legal Name of Owner 2 (First, Middle, Last, Suffix) or Company Name

Joint applicants request this title to be issued with Joint Tenants with Rights of Survivorship? Check appropriate block: Yes ☐ No ☐

Residence Address (Individual) Business Address (Firm) City and State Zip Code
4219 CHERRY HILL LN FAYETTEVILLE NC 28312

Mail Address (if different from above) City and State Zip Code
N/A

Vehicle Location Address (if different from residence address above) City and State Zip Code Tax County
N/A CUMBERLAND

LIEN SECTION

FIRST LIEN		SECOND LIEN	
Date of Lien	Account #	Date of Lien	Account #
<u>10/04/2021</u>	<u>CONSUMER PORTFOLIO SERVICES, INC</u>		
Lienholder ID # <u>35171100</u>	Lienholder Name <u>CONSUMER PORTFOLIO SERVICES, INC</u>	Lienholder ID # <u>N/A</u>	Lienholder Name <u>N/A</u>
Address <u>PO BOX 57071</u>		Address <u>N/A</u>	
City <u>IRVINE</u> State <u>CA</u> Zip Code <u>92619-7071</u>		City _____ State _____ Zip Code _____	

I certify for the motor vehicle described above that I have financial responsibility as required by law.

GARRISON PROP AND CAS INS CO 024233006R71016
Insurance Company authorized in N.C. Policy Number

Purchased	Purchase Date	From Whom Purchased (Name and Address)	N.C. Dealer No.	Is this vehicle leased? If Yes, Attach Form MVR-330	Equipment #
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used	<u>10/04/21</u>	<u>HENDRICK CDJRF WILMINGTON 219 S COLLEGE RD WILMINGTON NC 28406</u>	<u>0079251</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

DISCLOSURE SECTION

All motor vehicle records maintained by the North Carolina Division of Motor Vehicles will remain closed for marketing and solicitation unless the block below is checked.
☐ I (We) would like the personal information contained in this application to be available for disclosure.

APPLICATION MUST BE SIGNED IN INK BY EACH OWNER OR AUTHORIZED REPRESENTATIVE OF FIRMS OR CORPORATIONS.

I (we) am (are) the owner(s) of the vehicle described on this application and request that a North Carolina Certificate of Title be issued. I (we) certify that the information on the application is correct to the best of my (our) knowledge. The vehicle is subject to the liens named and no others. If a registration plate is issued or transferred, I (we) further certify that there has not been a registration plate revocation and that liability insurance is in effect on this vehicle on the date of this application as required by the North Carolina Financial Security Act of 1957.

OWNER'S SIGNATURE Rosalind Woods
Date 10/04/2021 County NEW HANOVER State NC

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: ROSALAND ALEXANDRIA WOODS (name(s) of principal(s)).

Notary Signature _____ Notary Printed or Typed Name GARY W NICOSIA II

(SEAL)

My Commission Expires 04/12/2022